

..Title

Briefing On Memorandum of Understanding with District Attorney's Office to Provide Office and Services Within Los Alamos County.

..Body

On May 5, 2008 the County entered into a Memorandum of Understanding (MOU) with the District Attorney for the First Judicial District. This MOU is the result of work over the past several months by Councilors, County staff and the District Attorney's Office. The result of the MOU is that a representative of the DA's Office will be present in Los Alamos to handle the prosecution of cases arising in Los Alamos County.

Mr. A.J. Salazar, Chief Deputy District Attorney will be present to give a short briefing on the MOU.

..Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter the "MOU") is entered into by the **Incorporated County of Los Alamos** ("County") and the **District Attorney for the First Judicial District** (the "District Attorney"), on May 5, 2008.

1. PURPOSES. This MOU is executed to memorialize the understanding of the District Attorney and Los Alamos County regarding the use of facilities and clerical support offered by Los Alamos County to the District Attorney to support investigations and prosecutions of criminal cases within Los Alamos County. This is not intended to be nor shall be construed to be a binding agreement between the parties. All parties recognize and accept that their respective jurisdictional authorities are prescribed by law and that this MOU in no way supersedes or replaces the law.

2. COUNTY COMMITMENTS. County agrees to provide a furnished office within the County Attorney's office at 475 20th St., Suite D, Los Alamos, NM for use of an Assistant District Attorney ("ADA") assigned to handle investigation and prosecution of criminal cases within the District Attorney's jurisdiction arising in Los Alamos County. Such office will be furnished with office furniture, a separate phone line, computer connection to the internet and office supplies in order to support the ADA's work while in Los Alamos County. County support employees of the County Attorney's office will be available for a maximum of ten (10) hours per week to assist the ADA with routine clerical matters concerning the cases arising in Los Alamos County. All ADA files will be kept in the office used by the ADA or in the District Attorney's Office in Santa Fe or Rio Arriba counties and will not be commingled with County Attorney files.

3. DISTRICT ATTORNEY COMMITMENTS. In return for County providing furnished office space and clerical support for an ADA, the District Attorney's office will assign one (1) ADA to handle all felony criminal matters arising in Los Alamos County and for advice to Police Department personnel on other criminal matters. The ADA will be physically present in Los Alamos County no less than one (1) full day per week and up to a maximum time to be determined by the District Attorney depending on the caseload, to meet with Los Alamos Police Department officers, witnesses and other citizens and to actively and timely prosecute criminal cases arising in Los Alamos County.

4. TERM. This MOU shall remain in effect until terminated by either party pursuant to Paragraph 5, **TERMINATION**, below.

5. TERMINATION. This MOU may be terminated by either of the parties hereto upon written notice mailed or delivered to the other party at least ninety (90) days prior to the intended date of termination.

6. LIABILITY. Each party shall be responsible for its actions taken pursuant to this MOU.

7. THIRD PARTY BENEFICIARY CLAUSE. This MOU is not intended to create and does not create any third party beneficiary rights in any persons not a party hereto nor does any provision hereof authorize anyone not a party to the MOU to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever based upon either party's conduct pursuant to this MOU.

8. NEW MEXICO TORT CLAIMS ACT. By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The COUNTY and District Attorney and their respective "public employees", as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

9. AMENDMENT. This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

10. NOTICE. Any notices required under this MOU shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

County Attorney
Incorporated County of Los Alamos
Post Office Box 30
475 20th St. Suite D
Los Alamos, New Mexico 87544

District Attorney:

District Attorney
First Judicial District
Post Office Box 2041
327 Sandoval St.
Santa Fe, New Mexico 87504-2041

IN WITNESS WHEREOF, the parties have executed this MOU on the date(s) set forth opposite the signature of their authorized representatives to be effective May 5, 2008.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MP Kraemer

MARY PAT KRAEMER
COUNTY CLERK

BY: *Max H Baker*
MAX H. BAKER
COUNTY ADMINISTRATOR

5/5/08
DATE



Approved as to form:

Mary M McInerney
MARY M. MCINERNEY
COUNTY ATTORNEY

DISTRICT ATTORNEY FOR THE FIRST JUDICIAL DISTRICT

BY: *Henry R Valdez*
HENRY R. VALDEZ
District Attorney

5/10/08
DATE